

## CONTRACT DATA SHEET

PSC Type (check one): ☒ New ☐ Renewal ☐ Addendum

### Contractor Information

1. Legal Name of Contractor: Presbyterian Community Center
2. Address: 701 S. Hancock Street
3. City/ State & Zip: Louisville KY 40203
4. Contact Person Name & Telephone Number: Bill Gatewood, (502) 584-0201 x111
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing: Yes
8. Federal Tax ID # (SSN if sole proprietor):

### Department Information

9. Requesting Department: Health and Wellness
10. Contact Person Name & Telephone: Leanne French, 574-6222/Jennifer Clark, 574-6531

### Contract Information

11. Not to exceed amount: \$12,000
12. Are expenses reimbursed? No
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: 8/15/09-3/31/09
15. Coding: 2901-605-4106-410606-521301
16. Scope & Purpose of the contract: **Per attached budget**, PCC will conduct work outlined in the Robert Wood Johnson Foundation Transition Supplement grant and provide to the Department: (1) Completed meta-analysis of CPTED studies that include the Hancock Corridor; (2) Provide documentation of 4 completed walkability assessments and/or related community clean-ups employing Clean Team members; (3) Lead and provide facilitator notes of 6 neighborhood study circles detailing safety concerns of Smoketown, Shelby Park residents; (4) Provide documentation and discussion notes from 4 showings of "Unnatural Causes" to Smoketown and Shelby Park residents; and (5) Provide a written action plan listing resident ideas for next steps in the neighborhood revitalization process. Consultant will invoice monthly, by the 15<sup>th</sup> day of the month. Invoices will detail work to date by each of the tasks outlined in the scope of work.

### Authorizations

The County Attorney has written the attached Professional Service Contract and has approved that NSH County Attorney Review - Approved as to Form: document as to the legality of the instrument itself only and as to its form.

Department Director: [Signature]

Date: 10/23/09

Signature certifies:

R. C. [Signature] Funds are available @ 10/19/09

SC Contractor is registered and in good standing with the Revenue Commission

JK Human Relations Commission registration requirements have been met

Cpk Risk Management Division of Finance - Certifies Insurance requirements satisfied: 12-17-09

**WRITTEN FINDINGS****EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC BRODART. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

  X   C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.


\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

  
Requesting Department Director

Date

\*\*Mayor

Date

**\*\*Signature is required only for Written Finding A**

## **AGREEMENT**

**THIS PROFESSIONAL SERVICE AGREEMENT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**, herein referred to as “**METRO GOVERNMENT**”, and **PRESBYTERIAN COMMUNITY CENTER, JOHN LITTLE, FOUNDER**, with offices located at, herein referred to as “**CONSULTANT**”,

### **WITNESSETH:**

**WHEREAS**, the Metro Government is in need of certain professional services with respect to completed meta-analysis of CPTED studies that include the Hancock Corridor; providing documentation of four completed walkability assessments and/or related community cleanups employing Clean Team members; leading and providing facilitator notes of six neighborhood study circles detailing safety concerns of Smoketown, and Shelby Park residents; providing documentation and discussion notes from four showings of “Unnatural Causes” to Smoketown and Shelby Park residents; and providing a written action plan listing resident ideas for next steps in the neighborhood revitalization process; and

**WHEREAS**, pursuant to K.R.S. 45A.380 the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF PROFESSIONAL SERVICES**

**A.** Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant’s work

product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

D. The services of Consultant shall include but not be limited to the following:

Completed meta-analysis of CPTED studies that include the Hancock Corridor; providing documentation of four completed walkability assessments and/or related community cleanups employing Clean Team members; leading and providing facilitator notes of six neighborhood study circles detailing safety concerns of Smoketown, and Shelby Park residents; providing documentation and discussion notes from four showings of "Unnatural Causes" to Smoketown and Shelby Park residents; and providing a written action plan listing resident ideas for next steps in the neighborhood revitalization process.

## **II. FEES AND COMPENSATION**

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement as described on Attachment A attached

hereto and fully incorporated herein. Total compensation payable to Consultant for services rendered pursuant to this Agreement shall not exceed **TWELVE THOUSAND DOLLARS (\$12,000.00)**.

**B.** Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under this Agreement and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

**C.** The Metro Government shall not reimburse out of pocket expenses under this Agreement.

**D.** Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

**E.** Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

### **III. DURATION**

A. This Agreement shall begin August 15, 2009 and shall continue through and including March 31, 2010.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

### **IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law

principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

#### **V. RECORDS-AUDIT**

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on this Agreement, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

#### **VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property,

including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

#### **VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

#### **VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.



## **IX. AUTHORITY**

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

## **X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former

employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

## **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or

supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

## **XII. OCCUPATIONAL HEALTH AND SAFETY**

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

## **XIII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## **XIV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

## **XV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVI. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XVIII. MISCELLANEOUS** Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701)

and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

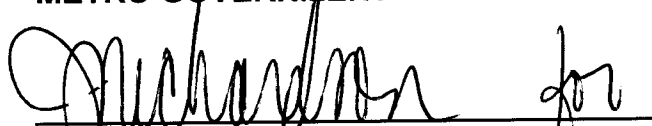
**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
**MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY**

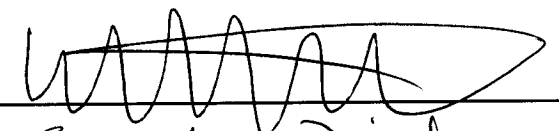
Date: \_\_\_\_\_

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

  
\_\_\_\_\_  
**DR. ADEWALE TROUTMAN, M.D.,  
DIRECTOR, DEPARTMENT FOR PUBLIC  
HEALTH AND WELLNESS**

Date: 12/11/09

**PRESBYTERIAN COMMUNITY CENTER  
JOHN LITTLE, FOUNDER**

By:   
\_\_\_\_\_  
Title: Executive Director

Date: 12-9-09

**Taxpayer Identification No.  
(TIN):** \_\_\_\_\_

**Louisville/Jefferson County  
Revenue Commission Account  
No.:** \_\_\_\_\_

Health Department - PSC with Presbyterian Community Center John Little Founder for Grant Support 102709  
- [pr]

**ATTACHMENT A**

# RWJF Transition Grant Annual Budget

Operating Expenses	Column 1
	Proposed Funds
<b>Personnel Costs</b> (Paid Personnel Only)	
Position & Status	\$7,000
Project Coordinator (LW)	
\$16.83 @ 52 hours per month for 8 months ( August 1 – March 31, 2010)	
(No Fringe is included)	
 Contractual Services (Clean Team)	 \$2,000
<b>(\$50 per week @ 4 weeks for 10 students)</b>	
 <b>Administrative Overhead</b>	 \$1,200
Calculated at 10%	
(includes accounting, admin. Support etc)	
 Program Materials (including consumables)	 \$800
Food purchases-\$600	
Supplies -\$200	
 Marketing/ Reporting	
Data Collection/ Analysis \$450	
Report Publishing \$150	
Copying expenses \$400	
	\$1000
<b>Totals</b>	<b><u>\$12,000</u></b>



# INVOICE

**For services to fulfill the Robert Wood Johnson Transition Grant.**

**To:** Louisville Metro Department of Public Health and Wellness  
400 E. Gray St.  
Louisville KY 40202  
Attn: Leanne French

**From:** Presbyterian Community Center  
701 S. Hancock St  
Louisville KY 40203  
Attn: Lawrence Wilbon

Month: \_\_\_\_\_ Year: \_\_\_\_\_

**\*\*\*\*Original invoices should be submitted monthly, no later than the 15<sup>th</sup> day of the following month.\*\*\*\***

Item	Total
<i>Project Coordinator Time</i> _____ hours x \$16.53	
<i>Administrative Overhead</i> (10% of total contract =\$1,200 / 8 invoices)	\$150
<i>Contractual Services (Clean Team Stipends)</i>	
<i>Program Materials &amp; Consumables</i> (attach receipts)	
<i>Marketing/Reporting Expenses</i> (attach receipts and detail activities, e.g. copying, surveys, etc.)	
Total:	

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Cost Center #2901-605-4106-410606-521301**

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Attn: Leanne French

**From:** Presbyterian Community Center  
701 S. Hancock St  
Louisville KY 40203  
Attn: Lawrence Wilbon

## **Invoice Detail**

**Please describe the progress to date for each objective outlined in the contract:**

*Meta Analysis (please list meetings, attach drafts etc.)*

*Walkability assessments, surveys, beautification efforts, and block watches  
(list dates and attach documentation)*

*Neighborhood Study Circles (list dates and attach notes)*

*Unnatural Causes viewing (list dates and attach notes)*

*Action plan progress*

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)

*Presby Terian Community Center*

Business name, if different from above

*SAME*

Check appropriate box: ☐ Individual/  
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

*701 S. Hancock*

City, state, and ZIP code

*Louisville, KY 40203*

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | + | | | |

or

Employer identification number

*6110444792*

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

*Donald C. Littlejohn*

Date ▶

*8/12/09*

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,